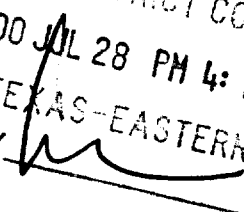


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

FILED-CLERK
U.S. DISTRICT COURT
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TEXAS-EASTERN
BY 

NATHAN L. JACKSON, Individually and
on behalf of a putative class of similarly
situated individuals

v.

CIVIL ACTION No. 6:00CV442

EAST TEXAS MEDICAL CENTER ATHENS,
EAST TEXAS MEDICAL CENTER REGIONAL
HEALTHCARE SYSTEM, EAST TEXAS
MEDICAL CENTER, EAST TEXAS MEDICAL
CENTER PITTSBURGH, EAST TEXAS MEDICAL
CENTER FAIRFIELD, EAST TEXAS MEDICAL
CENTER RUSK, EAST TEXAS MEDICAL
CENTER CROCKETT, EAST TEXAS MEDICAL
CENTER JACKSONVILLE, EAST TEXAS
MEDICAL CENTER CLARKSVILLE, EAST
TEXAS MEDICAL CENTER TRINITY,
EAST TEXAS MEDICAL CENTER CARTHAGE,
EAST TEXAS MEDICAL CENTER QUITMAN,
EAST TEXAS MEDICAL CENTER MOUNT
VERNON, AND EAST TEXAS MEDICAL
CENTER GRAND SALINE

v.

AETNA HEALTH AND LIFE INSURANCE
COMPANY; AETNA INSURANCE COMPANY
OF AMERICA, AMERICAN FAMILY LIFE
ASSURANCE COMPANY OF COLUMBUS;
AMERICAN NATIONAL INSURANCE
COMPANY; BANKERS LIFE AND CASUALTY
COMPANY; BENEFIT LIFE INSURANCE
COMPANY; CHRISTIAN FIDELITY LIFE
INSURANCE COMPANY; CIGNA
HEALTH-CARE OF TEXAS, INC.;
COMBINED UNDERWRITERS LIFE
INSURANCE COMPANY; CONNECTICUT
GENERAL LIFE INSURANCE COMPANY;
EMPLOYERS HEALTH INSURANCE
COMPANY; FIRST HEALTH LIFE &
HEALTH INSURANCE COMPANY;

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| FORTIS BENEFITS INSURANCE COMPANY; | § |
| FORTIS INSURANCE COMPANY; GENERAL | § |
| AMERICAN LIFE INSURANCE COMPANY; | § |
| GOLDEN RULE INSURANCE COMPANY; | § |
| THE GUARDIAN LIFE INSURANCE COMPANY | § |
| OF AMERICA; HARRIS METHODIST HEALTH | § |
| INSURANCE COMPANY; HARRIS METHODIST | § |
| TEXAS HEALTH PLAN, INC.; HEALTHPLAN OF | § |
| TEXAS, INC., HUMANA HEALTH PLAN OF | § |
| TEXAS, INC.; JEFFERSON PILOT LIFE-AMERICA | § |
| INSURANCE COMPANY; JOHN ALDEN LIFE | § |
| INSURANCE COMPANY; JOHN HANCOCK | § |
| LIFE INSURANCE COMPANY; KAISER | § |
| FOUNDATION HEALTH PLAN OF TEXAS; | § |
| LIBERTY MUTUAL INSURANCE COMPANY; | § |
| MARKEL INSURANCE COMPANY; | § |
| METROPOLITAN LIFE INSURANCE COMPANY; | § |
| MUTUAL OF OMAHA INSURANCE COMPANY; | § |
| UNITED STATES LETTER CARRIERS | § |
| MUTUAL BENEFIT ASSOCIATION; NATIONAL | § |
| FINANCIAL INSURANCE COMPANY; | § |
| NEW ERA LIFE INSURANCE COMPANY; | § |
| NEW ERA LIFE INSURANCE COMPANY OF THE | § |
| MIDWEST; PCA HEALTH PLANS OF TEXAS, | § |
| INC. D/B/A HUMANA HEALTH PLAN OF TEXAS, | § |
| INC.; PHYSICIANS MUTUAL INSURANCE | § |
| COMPANY; PIONEER LIFE INSURANCE | § |
| COMPANY; PRINCIPAL LIFE INSURANCE | § |
| COMPANY; PROVIDENT LIFE AND ACCIDENT | § |
| INSURANCE COMPANY; PRUDENTIAL HEALTH | § |
| CARE PLAN, INC.; PRUDENTIAL HEALTHCARE | § |
| AND LIFE INSURANCE COMPANY OF AMERICA; | § |
| THE PRUDENTIAL INSURANCE COMPANY OF | § |
| AMERICA; RELIASTAR LIFE INSURANCE | § |
| COMPANY; RESERVE NATIONAL INSURANCE | § |
| COMPANY; SIERRA HEALTH AND LIFE | § |
| INSURANCE COMPANY, INC.; STANDARD | § |
| LIFE AND ACCIDENT INSURANCE COMPANY; | § |
| STATE FARM LIFE INSURANCE COMPANY; | § |
| UNICARE LIFE & HEALTH INSURANCE | § |
| COMPANY; UNITED AMERICAN INSURANCE | § |
| COMPANY; UNITED HEALTHCARE INSURANCE | § |

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|----------------------------------|---|
| COMPANY; UNIVERSAL FIDELITY LIFE | § |
| INSURANCE COMPANY; USAA LIFE | § |
| INSURANCE COMPANY; AND WAUSAU | § |
| UNDERWRITERS INSURANCE COMPANY | § |

**DEFENDANTS JOHN HANCOCK LIFE INSURANCE COMPANY'S AND
UNICARE LIFE AND HEALTH INSURANCE COMPANY'S ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

Third-Party Defendants John Hancock Life Insurance Company and Unicare Life and Health Insurance Company (together, "Third-Party Defendants") answer Third-Party Plaintiffs' Original Petition originally asserting damages against them as follows:

I.

FIRST DEFENSE

Third-Party Defendants' Petition fails to state a claim upon which relief may be granted.

II.

SECOND DEFENSE

Third-Party Defendants would show this Court that Plaintiffs and Third-Party Plaintiffs are barred from asserting claims against them by the doctrine of accord and satisfaction.

III.

THIRD DEFENSE

The claims of Plaintiff and Third-Party Plaintiff against Third-Party Defendants are precluded, in that Plaintiff and Third-Party Plaintiffs have already accepted payment in full from Third-Party Defendants.

IV.

FOURTH DEFENSE

Third-Party Defendants would show this Court that Plaintiffs' claims, if any against them are barred by the terms of Third-Party Defendants' contracts with Third-Party Plaintiffs and Plaintiff and/or any potential class members or their employers.

V.

FIFTH DEFENSE

Third-Party Defendants would show this Court that Third-Party Plaintiffs and Plaintiffs' claims are not proper for determination by this Court, given that Third-Party Defendants' agreement with Third-Party Plaintiffs and Plaintiff, other potential Plaintiffs, and/or their employers compel arbitration of disputes such as the one involved in the case at bar.

VI.

SIXTH DEFENSE

Third-Party Defendants respond to the allegations of Third-Party Plaintiffs' Original Petition as follows:

1. With regard to the allegations of Paragraph 1, Third-Party Defendants admit that Third-Party Defendant John Hancock Life Insurance Company may be served through CT Corporation at the address provided, and that Unicare Life and Health Insurance Company may be served through CT Corporation at the address provided. Third-Party Defendants are unable to admit or deny the remaining allegations of Paragraph 1, regarding service of other entities.
2. Without regard to Paragraph 2, Third-Party Defendants admit that Plaintiffs' Original Petition makes vague, broad, and wide-ranging allegations. Third-Party Defendants further admit that Plaintiff does make the allegations set forth in Paragraph 2, and admit that Third-Party Plaintiffs have denied the allegations of Plaintiffs. Third-Party Defendants likewise deny all allegations of Plaintiff, set forth in Paragraph 2 of Third-Party Plaintiffs' Original Petition.
3. Third-Party Defendants admit that they have made payments for medical care provided to some of Third-Party Plaintiffs' patients. Based on the information available to Third-Party

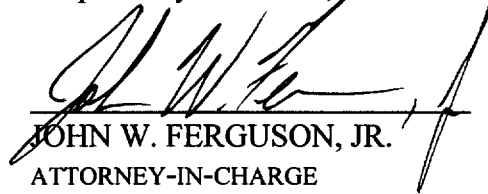
Defendants at this time, they are unable to admit or deny whether they have received refunds due to credit balances. Third-Party Defendants admit that they have agreements, contracts, or plans with Third-Party Plaintiffs, and have made payments under those plans on behalf of some patients of Third-Party Plaintiffs. Third-Party Defendants further admit that, by his pleadings, Plaintiff seeks effectively to destroy certain subrogation rights of Third-Party Defendants. Based on information currently available, Third-Party Defendants are unable to admit or deny that they have requested, required, demanded, and/or accepted refund payments from Third-Party Plaintiffs. Third-Party Defendants admit that many of the health insurance plans issued by Third-Party Defendants are employee benefit plans governed by the provisions of 29 U.S.C. 1302 *et. seq.*, commonly known as ERISA. Third-Party Defendants deny the remaining allegations of Paragraph 3.

4. Third-Party Defendants are unable to admit or deny whether Third-Party Plaintiffs are liable or whether they acted properly; however, Third-Party Defendants expressly deny that they are liable for any damages or that they acted improperly with regard to payments made by Third-Party Plaintiffs. Third-Party Defendants deny that Third-Party Plaintiffs are entitled to contribution and/or indemnity from them. Third-Party Defendants admit that Plaintiffs have made the allegations set forth in Paragraph 3, but deny any such allegations. Third-Party Defendants deny the remaining allegations of Paragraph 4.
5. Third-Party Defendants deny that Third-Party Plaintiffs are entitled to the relief sought in Paragraph 5.
6. Third-Party Defendants deny that Third-Party Plaintiffs are entitled to the relief sought in Paragraph 6.

Third-Party Defendants deny any and all allegations not expressly admitted herein.

WHEREFORE, PREMISES CONSIDERED, Third-Party Defendants John Hancock Life Insurance Company and Unicare Life and Health Insurance Company respectfully request that Third-Party Plaintiffs be denied relief, that they take nothing by their suit, that all taxable costs of Court be adjudicated against them, and for any other relief to which they are entitled.

Respectfully submitted,


JOHN W. FERGUSON, JR.
ATTORNEY-IN-CHARGE
State Bar Card No. 00784043

RAMEY & FLOCK
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ATTORNEY FOR THIRD-PARTY
DEFENDANTS JOHN HANCOCK LIFE
INSURANCE COMPANY and UNICARE
LIFE AND HEALTH INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on this the 28th day of July, 2000, a true and correct copy of the foregoing instrument was placed in the United States certified mail, return receipt requested, with proper postage affixed thereon, to all counsel of record.


JOHN W. FERGUSON, JR.